



# Standard Terms and Conditions

## Bluewhale Cloud

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### **Confidentiality**

Bluewhale ApS handles information about the client, the client's network and data as confidential information. This information will never be passed on to a third party without the client's consent unless the third party has legal requirements to access the information.

Data sent with Bluewhale is deleted automatically after 30 days.

The client's information is maintained after termination of the contract for purposes of invoicing and accounting.

### **Liability**

Bluewhale ApS has product liability according to the current legislation, but assumes no responsibility beyond this.

Bluewhale ApS is not responsible for loss caused by force majeure including legislation, measures taken by the authorities or similar, failing power supply, failing tele communications, fire, smoke damage, explosion, water damage, vandalism, burglary, terror or sabotage, strike, lockout, boycott, or blockade. This applies even though Bluewhale ApS is part of the conflict and even though the conflict only concerns parts of the functions of Bluewhale ApS.

Bluewhale ApS disclaims any responsibility for loss of data, loss of earnings or any other kind of direct or indirect loss. This applies regardless of the cause of the loss whether it be system crash, unauthorized access, force majeure or other form of non-delivery of ordered services/products or other circumstances at Bluewhale ApS.

### **Invoicing and payment**

Payment for set up, license and support is due after signing of contract. Subscription payment for license including add-ons and services is due prior to each year.

### **Termination**

The contract period is minimum 12 months.

Termination of this contract can be given by written notice by either the client or by Bluewhale ending at the end of a month. This can be done at the earliest with 3 months' notice before the ending of the contract period.

### **Miscellaneous**

Bluewhale ApS has permission to use the client as a reference.

Bluewhale ApS has permission to contact the client concerning updates and maintenance.